

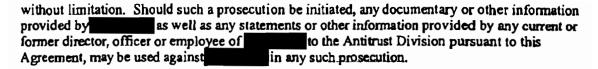
# U. S. Department of Justice

# **Antitrust Division**

Re:				
Dear				
Division of the Unit with possible 15 U.S.C. § 1, in the			in the Sherman A	connection
	onditional and depends upothese conditions are met, the		ng the condition	s set forth vriting that the
application has been	granted. It is further agree amnesty application will n	ed that disclosures m	ade by counsel	lo1
	AGR	DEMIGNT		
1. Represen	tations:	subsidiarie	es	
conduct violative of ("the antic	to report to the Antitrust D the Sherman Act in the competitive activity being r nection with the anticompe	eported").	represents to the	or other
(a)	took prompt and effective activity being reported up			nticompetitive
<b>(b)</b>	did not coerce any other pleader in, or the originato			
2. Cooperation the Antitrust Diviso, the following:	on: agrees to prion in connection with the	rovide full, continuin activity being report		
(a)	providing a full exposition anticompetitive activity b	n of all facts known eing r <del>e</del> ported;	to re	ating to the

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging these persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject	t to verification of	representations in
paragraph 1 above, and subject to its full,	continuing and complete coo	peration, as described in
paragraph 2 above, the Antitrust Division	agrees conditionally to accep	t into Part A of
the Corporate Leniency Program, as expl	ained in an Antitrust Division	policy statement dated
August 10, 1993 (attached). Pursuant to	that policy, the Antitrust Divis	sion agrees not to bring any
criminal prosecution against the form	or any act or offense it may ha	ve committed prior to the
date of this letter in connection with the a		
in this paragraph are binding only upon th	e Antitrust Division, although	, upon request of
the Antitrust Division will brit		
offices or administrative agencies. If the	Antitrust Division at any time	determines that
has violated this Agreement, this Agreem	ent shall be void, and the Anti	trust Division may revoke
the conditional acceptance of	nto the Corporate Leniency Pr	ogram. Should the
Antitrust Division revoke the conditional	acceptance of into	the Corporate Leniency
Program, the Antitrust Division may there		

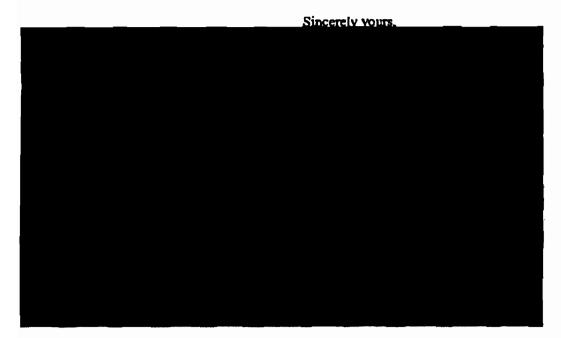


- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. It is a full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his or her obligations herein, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute that person criminally, and any statements or other information provided by that person

to the Antitrust Division pursuant to this Agreement may be used against him or her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## U. S. Department of Justice

## Antitrust Division



Dear

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

## AGREEMENT

- - (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
  - (b) did not coerce any other party to participate in the activity and was not the leader in, or originator of, the activity.
- 2. Cooperation agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to relating to the reported activity;
- (b) providing promptly, and without requirement of subpoens, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1

in the

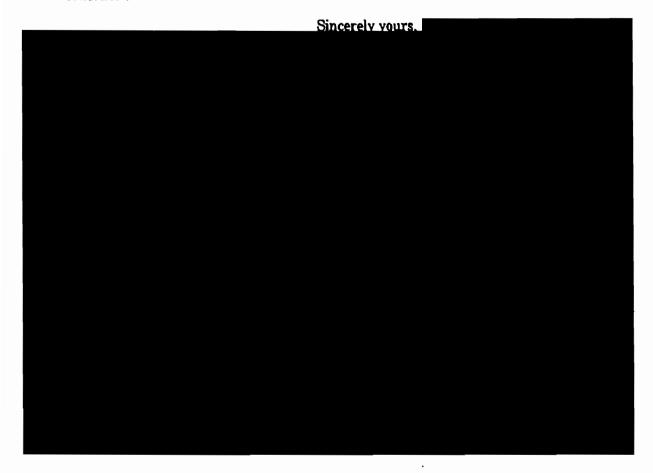
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- making all reasonable efforts, to the satisfaction of the Antitrust
  Division, to pay restitution to any person or entity injured as a result
  of any
  conduct violative of 15 U.S.C. § 1 in the
  in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph I above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies.

this Agreement, the revoke the condition Program. Should to thereafter initiate limitation. Should information provide information provide to the Antitrus	he Antitrust Division revoke the conto the Corporate Leniency Programs criminal prosecution against such a prosecution be initiated, as	e Antitrust Division may into the Corporate Leniency onditional acceptance of m. the Antitrust Division may without ny documentary or other any statements or other or employee of
4. Non-Procest Subject of the Artitrust Divisemployment at the anticompetitive	secution Protection For Corpo ect to Full, continuit to the full, continuit to the full agrees that current who admit their known fully cooperate with the Antitrust tive activity being reported, shall to for any act or offense committee.	nuing and complete nt directors, officers and ledge of, or participation in, Division in its investigation not be prosecuted criminally by ed during their period of this letter in connection with
(a)	making his relevant personal doc in the United States to attorneys States;	
(p)	making himself available in the United States for in	
(c)	responding fully and truthfully to States in connection with or of 15 U.S.C. § 1 in the without falsely implicating any p withholding any information;	her conduct violative of
(d)	otherwise giving the United State information he may have relevan or ot 15 U.S.C. § 1 in the	

when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with or other conduct violative of 15 U.S.C. § 1 in the

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## Applicus Division

Dear	
	and and conditions of an aurosphyral between the Anthrose Division and of Indias and
in consistion with possible 15 U.S.C. § 1. in the	or other conduct violet up of Section 1 of the Sharman Act,
his constitutes of rocks object. In residue fine there will describe the there	greenents constitued with spent spent and sping After all of these conditions are met, the Division will notify mattern the Sam granted. If in this improved that disclorates in furtherance of the annually application will not constitute a light or the weak-product privilege.

### AGREEMENT

Representations:

designs so repart to the Ambitrust Division possible or other conduct visitative at the Silveness Act in the Conductive at the Conductive at

the systematic reported. It is supported, it:

- (a) took proppin and effective action to terminare its part forthe anticompetitive activity being reported upon discovery of the activity; and
- (b) did not comes may other purty to participan in the activity and was not the leader in, or the originator of, the anticompatitive activity being reported.
- 2. Cooperation: agrees to provide full; continuing and complete enoperation to the Antition Division in consecuen with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all fear imount to an expension of letting so she abbicompatitive surivity being reported;

- (b) providing promptly, and without requirement of subposes, all documents or other faires in its possestates, custody or control, wherever located, requested by the Amiliant Division, to the extern and already produced;
- (c) using its best afform to secure the ongoing, full and truthful cooperation of the surprise persons voluntarily to provide the Antibust Division with any information they may have relevant to the antibust Division with any reported;
- (d) yacilitating the ability of current directure, officers and employees to appear for much interviews or testimony in outmotion with the anticompositive activity, being reported as the Anticompositive places designated by the Anticrest Division;
- (6) using its best afform to ensuine that current directors, officers and employees who provide information to the Anticulal Division relevant to the entirementaries activity being reported respond completely, candidly and multiplify to all questions asked in totarviews and grand jury appearances and at tribs:
- (f) using its best afform to solving that partent directors; officers and employees who provide information to the Antennat Division relevant to the anticompatitive activity being reported make no attempt either falsely to protect or falsely to implicate any partent or malley, and
- (g) making all rearonable afforts, to the estimation of the Antimus Division, to pay restaution to any param creatily initialize y result of the anticorrepositive entirity being reported; in which was a participant.
- 2. Corporate Lautency: Subject to verification or presentations in perspective, and subject to its fill, constraint and verification or constraint, as described in paragraph 2 above, the Antitrant Division agrees conditionally, to accept the constraint of the Corpo and Lautency Program, as explained in an Antitrant Division agrees, not to bring any criminal 10, 1993 (bracked). Present to that policy, the Antitrant Division agrees, not to bring any criminal prosecution against for any act or offices to stay have committed prior to the date of this letter in commercia, but the anticompanions activity, being against. The commitments in this paragraph up blading only upon the Antitrust Division, although; upon request of the Antitrust Division will, bring this Agreement, in the Antitrust Division will, bring this Agreement, in the Antitrust Division will, bring this Agreement, that Antitrust Division at any time determines that violated the Agreement, this Agreement shall be void, and the Antitrust Pivision may revoke the conditional acceptance of the Committee Leminary Program, Should the Amittust Division repoke the conditional ecceptance of the Committee Leminary Program, without Division may thereafter initiates a calminal presentation of other information provided by any current director.

  In the Antitrust Division repoke the approach in the antition of other information provided by the antition of the Antitrust of other information provided by

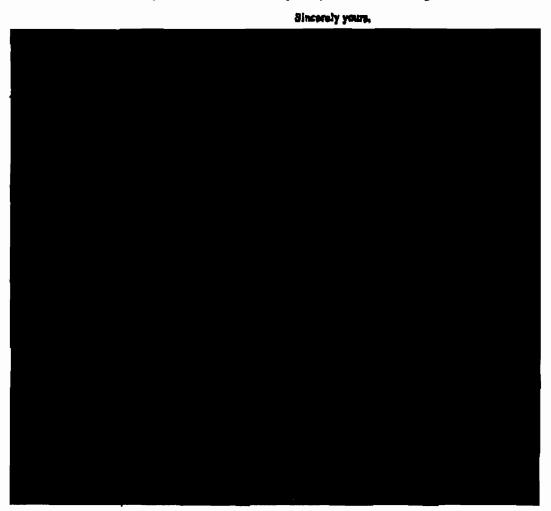
afficie or suppleyee of the American to the Amilianut Division pursuant to this Agreement, may be used brained and are an any nich prosecution.

- 4. Non-Prospection Protection For Corporate Directors, Officers And Employees: Subject to the Antimited full, continuing and expected expectation, the Antimited Division agrees that ourself directors, officers, and employees of the Antimited Division in the investigation of participation in, and fully, and enthfully cooperate with the Antimited Division in its investigation of the afficerspetitive activity being reported, shall not be projected existinally by the Antimited Division for any action officers committed priors to the date of this legacity, connection with the anticompositive activity being reported. Such tall and trathful cooperation shall include, but not be limited to:
  - (a) producing in the United States all donn-are and records, including personal documents and records, and other materials requested by strongers and agents of the United States:
  - (b) making himself or horself evaluable for appearings in the United States upon the request of alterneys and agents of the United States;
  - (c) responding fully and truthfully to all implicits of the United States in connection with the anticompatitive activity being reported, without falsely implicating any information;
  - (d) otherwise voluntarily providing the United States with any meterials or information, nor requested in (e) (e) of Mili paragraph, that he or she may have relevant to the anticompositive ecovity being reported; and
  - (a) when called upon to do so by the United states, multipling in trial and grand jury or other proceedings in the United States, fully, truthfully and under each, subject to the grandists of padjury (18 U.S.C. § 1871); unique false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contampt (18 U.S.C. §§ 401-4627), and operation of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The coran inpents in this paragraph are blinding only tiper the Antitrum Division, although, upon the request of the coran to the Antitrust Division will bring this Agreement to the streetion of other processed for a seministrative agencies. In the event a current director, officer or amployee of the falls to comply fully with his/her obligations hereinster, this Agreement as it pertains to such individual shalf he word, and any logicacy, immently, or mon-processing granted to such individual ander this Agreement may be revoked by the Autitrust Division. Should any leasency, immunity or non-procession granted he revoked by the Autitrust Division may hereafter processes such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against himsily in such processing.

- 5. Entire Agreement: This lower constitutes the spire agreement between the Antiques Division and the contract and supercodes all prior understandings, if any, whether oral or witnes, relating to the subject matter housin.
- 6. Authority And Capacity: The Antiquet Division and market represent and warrant each up the other that the aignotories to this Agreement on behalf of each party harsto have all the suthelity and capacity measurest accountile Agreement and to bind the respective parties harsto.

The algorithms define welcowinder acceptance of the foregoing terms and conditions.



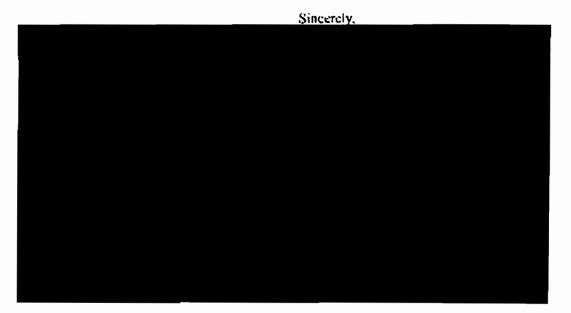


# U. S. Departn | 1 of Justice

## **Antitrust Division**

	_	
Dear		
United State possible anti- satisfying th Applicant in counsel for A	es Departicompet to condition writing Application	the forth the terms and conditions of an agreement between the Antitrust Division of the truent of Justice and your client. ("Applicant"), in connection with itive conduct violative of Section 1 of the Shennan Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upon Applicant tions set forth below. After all of these conditions are met, the Division will notify that the application has been granted. It is further agreed that disclosures made by it in furtherance of the amnesty application will not constitute a waiver of the attorney-ic work-product privilege.
		<u>AGREEMENT</u>
conduct viola anticompetite with the anti	ative of ive activicompet	tations: Applicant desires to report to the Antitrust Division possible anticompetitive the Sherman Act in the Cathering reported"). Applicant represents to the Antitrust Division that, in connection itive activity being reported, and did not coerce any other party to participate in the the leader in, or the originator of, the activity.
2. C	ooperatision in	tion: Applicant agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including but not limited to, the following:
	(3)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
	(b)	making available for interviews in the United States upon the reasonable request of attorneys and agents of the United States;
	(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that may have relevant to the anticompetitive activity being reported; and
- (c) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
- 3. Individual Leniency: Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offensed may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information statements or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.
- 4. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior junderstandings; if any, whether or all prior to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division.





## U.S. Department of Justice

	Antitrust Division
Gentlemen:	
Division of the Unite with possible violative of Section ( the conditions set for in writing made by counsel for	Is forth the terms and conditions of an agreement between the Antitrust in connection or other conduct  One of the Sherman Act, 15 U.S.C. § 1, in the  This agreement is conditional and depends upon satisfying the below. After all of these conditions are met, the Division will notify that the application has been granted. It is further agreed that disclosures in furtherance of the amnesty application will not constitute a y-client privilege or the work-product privilege.
	AGREEMENT
1. Represent Act in the Antitrust Division the	desires to report to the Antitrust Division possible or other conduct violative of the Sherman represents to the st, in connection with the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
<b>(b)</b>	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.
2. Cooperati the Antitrust Division the following:	on: sure agrees to provide full, continuing and complete cooperation to in connection with the activity being reported, including, but not limited to,
(2)	providing a full exposition of all facts known to reported activity;

	(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
	(c)	using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1 in the
	(d)	facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
	(c)	using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
	<b>(f)</b>	using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
	(g)	making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of
		violative of 15 U.S.C. § 1 in the subsidiaries, was a participant.
paragraph 1 paragraph 2 the Corpora August 10, criminal pro- committed p	above, a above, to te Lenier 1993 (attended to the property of	Leniency: Subject to verification of representations in and subject to its full, continuing and complete cooperation, as described in the Antitrust Division agrees conditionally to accept into Part A of accy Program, as explained in an Antitrust Division policy statement dated tached). Pursuant to that policy, the Antitrust Division agrees not to bring any against the control of any of the subsidiaries for any act or offense it may have the date of this letter in connection with the anticompetitive activity being
reported in t paragraph as		The commitments in this og only upon the Antitrust Division, although, upon request of the little of

violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust

Antitrust Division will bring this Agreement to the attention of other prosecuting offices or

administrative agencies. If the Antitrust Division at any time determines that

Antitrust Division mail himitation. Should suby managed, as well officer or employee of	conditional acceptance of into the Corporate Leniency Program, the many thereafter initiate a criminal prosecution against without without che a prosecution be initiated, any documentary or other information provided as any statements or other information provided by any current director, of the Antitrust Division pursuant to this Agreement, may be used any such prosecution.
Subject to current directors, offit truthfully cooperate voteing reported, shall committed prior to the reported in the	full, continuing and complete cooperation, the Antitrust Division agrees that icers and employees of including those who are former employees who admit their knowledge of, or participation in, and fully and with the Antitrust Division in its investigation of the anticompetitive activity not be prosecuted criminally by the Antitrust Division for any act or offense at date of this letter in connection with the anticompetitive activity being Such full and truthful hade, but not be limited to:
(a)	making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
(b)	making himself available in the United States to attorneys and agents of the United States for interviews;
<b>(c)</b>	responding fully and truthfully to all inquiries of the United States in connection with possible or other conduct violative of Section One of the Sherman Act.  15 U.S.C. § 1, in the without falsely implicating any person or intentionally withholding any information;
( <b>d</b> )	otherwise giving the United States access to knowledge or information he may have relevant to possible or other conduct violative of Section One of the Sherman Act, 15 U.S.C. § 1, in the and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States fully, truthfully, and under outh, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with possible or other conduct violative of Section One of the Sherman Act, 15 U.S.C. § 1, in the

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and matter and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





# U. S. Department of Justice

#### Antitrust Division

Antirus Division
Dear Dear Dear Dear Dear Dear Dear Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust  Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman  Act, 15 U.S.C. § 1, in the  This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify the conditions are met, the Division will not constitute a waiver of the attorney-client privilege.
AGREEMENT
1. Representations:  desires to report to the Antitrust Division possible  or other conduct violative of the Sherman Act in the  "the anticompetitive activity being reported").  represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:
(a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
<ol> <li>Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:</li> </ol>
<ul> <li>(a) providing a full exposition of all facts known to anticompetitive activity being reported;</li> </ul>
(b) providing promptly, and without requirement of subpoens, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Lenlency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution without limitation. Should such a prosecution be initiated, any documentary or against other information provided by as well as any statements or other information provided to the Antitrust Division pursuant to this by any current director, officer or employee of Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and each represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.







# U. S. Department of Justice

	Antimest Division
Dear	
Division of the United in connect in connect in connect in connect is con After all of these con has been granted. It is	s forth the terms and conditions of an agreement between the Antimust of States Department of Justice and ction with possible conduct violative of man Act, 15 U.S.C. § 1, in the additional and depends upon the conditions set forth below, ditions are met, the Division will notify in writing that the application is further agreed that disclosures made by counsel for the infurtherance canon will not constitute a waiver of the attorney-client privilege or the work-
	AGREEMENT
	cations: desires to report to the Antimust Division possible other conduct violative of the Sherman Act in the representative activity being reported"). The anticompetitive activity being reported it:
(2)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(h)	did not coerce any other parry to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperati the Antitrust Division the following:	ion served agrees to provide full, continuing and complete cooperation to in connection with the activity being reported, including, but not breated to,
(à)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoents, all documents or other items in its possession, custody or control, wherever located, requested by the Antimust Division, to the extent not already procluced:
- (c) using its best efforts to secure the ongoing, full and muthful cooperation of the current directors, officers and employees of the current directors, officers and employees of the annual and encouraging such persons voluntarily to provide the Antimust Division with any information they may have relevant to the anticompetitive activity being reported,
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompensitive activity being reported as the Antiquest Division may require at the times and places designated by the Antiquest Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antiquest Division relevant to the anticompetitive activity being reported make no attempt either failedly to protect or failedly to implicate any person or emity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restriction to any person or entity injured as a result of the anticommetitive activity being reported, in which was a participant.

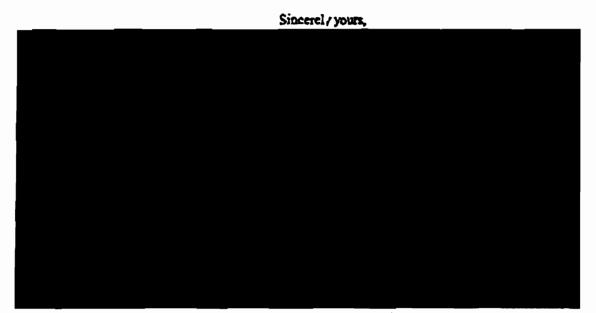
3. Corporate Leniency: Subject to verification of representations in paragraph
I above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antimust Division agrees conditionally to accept into Part B of the Corporate
Leviency Program, as explained in an Antitrust Division policy statement dated August 10, 1993
(anached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal
presecution against for any act or offense it may have committed prior to the date of this
letter in connection with the anticompetitive activity being reported. The commitments in this
paragraph are bunding only upon the Antitrust Division, although, upon request of
Assistant Division will bring this Agreement to the attention of other prosecuting offices or
administrative agencies. If it e Antitrust Division at any time determines that
this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of the state into the Corporate Lemency Program. Should the Antitrust
Division revoke the conditional acceptance of the into the Corporate Leniency Program, the
Amittust Division may thereaster imitate a criminal prosecution against without
limitation. Should such a prosecution be initiated, any documentary or other information
provided by as well as any statements or other information provided by any current

director, officer or employee of the Antistust Division pursuant to this Agreement, may be used against the same in any such prosecution.

- 4. Non-Presecution Protection For Corporate Directors, Officers And Employees; Subject to full, continuing and complete cooperation, the Aminust Division agrees that current directors, officers and employees of the who admit their knowledge of, or participanon in, and fully and muthfully cooperate with the Aminust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed ration to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by anomeys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be 1.-voked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution

- 5. Entire Agreement: This letter constitutes the entire agreement between the Anutrust Division and the subject matter berein. This letter is not applicable to illegal the subject matter berein. This letter is not applicable to illegal the subject matter berein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party herato have all the authority and capacity necessary to execute this Agreement and to bind the respective plantes hereto





# U. S. Department of Justice

# Antitrust Division

	· · · · · · · · · · · · · · · · · · ·
Division of the United Sconnection with possible of the Sherman Act, 15 This agreement below. After all of these application has been green.	U.S.C. § 1, in the is conditional and depends upon satisfying the conditions set forth the conditions are met, the Division will notify in writing that the anted. It is further agreed that disclosures made by counsel for the sty application will not constitute a waiver of the attorney-client privilege.
	AGREEMENT
l. Representat	desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the conduct violative anticompetitive activity being reported").  The Antitrust Division that, in connection with the anticompetitive activity
	ook prompt and effective action to terminate its part in the anticompetitive ctivity being reported upon discovery of the activity; and
	id not coerce any other party to participate in the activity and was not the eader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation the Antitrust Division in the following:	agrees to provide full, continuing and complete cooperation to connection with the activity being reported, including, but not limited to,
	roviding a full exposition of all facts known to relating to the atticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of the current and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph
l above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate
Leniency Program, as explained in the attached Antitrust Division policy statement dated August
10, 1993. Pursuant to that policy, the Antitrust Division agrees not to bring any criminal
prosecution against for any act or offense it may have committed prior to the date of this
letter in connection with the anticompetitive activity being reported. The commitments in this
paragraph are binding only upon the Antitrust Division, although, upon request of the
Antitrust Division will bring this Agreement to the attention of other prosecuting offices or
administrative agencies. If the Antitrust Division at any time determines that the bas violated
this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of service into the Comorate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of into the Corporate Leniency Program, the

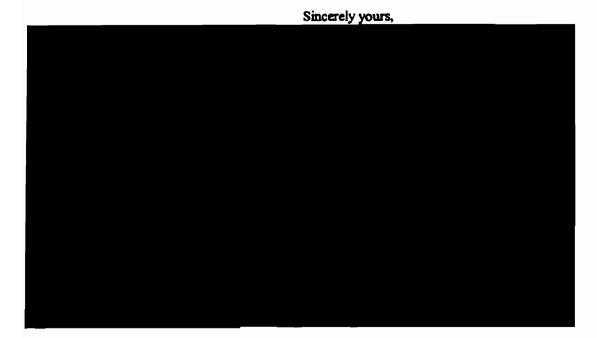
Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the Subject to Subject to Subject to the Subject to Subject to the Subject to Subject to Subject to the Subject to Subject
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter

prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and preparement and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





### U.S. Department of Justice

## Antitrust Division

				1
D 5	!			

Dear Sirs:

This letter sets forth the terms and conditions of an agreement between the Antitrust

Division of the United States Department of Justice and

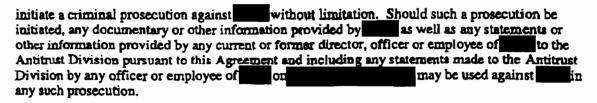
in connection with possible for other conduct violative of Section 1 of
the Sherman Act, 15 U.S.C. § 1, in the

This agreement is conditional and
depends upon satisfying the conditions set forth below. After all of these conditions are
met, the Division will notify in writing that the application has been granted. It is further
agreed that disclosures made by counsel for in furtherance of the armsesty application will
not constitute a waiver of the attorney-client privilege or the work-product privilege. It is
understood that the amnesty application process began

### AGREEMENT

- 1. Representations: desires to report to the Antitrust Division possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the ("the anticompetitive activity being reported"). represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:
  - (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
  - (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to varification of prepare representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter

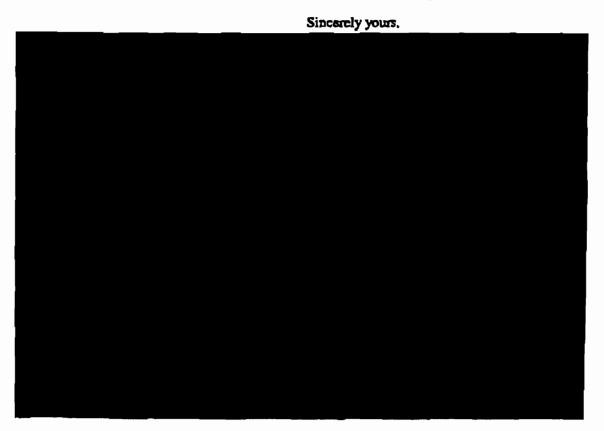


- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at a prior to in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted

to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement and including any statement made by any officer or employee of the Antitrust Division on may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## U. S. Department of Justice

## **Antitrust Division**

Dear			
This letter sets forth Division of the United Stat connection with possible of Section 1 of the Sherma	ment is conditional and f these conditions are n anted. It is further agre sty application will not	the land land land land land land land land	satisfying the conditions notify in writing that hade by counsel for
	AGREE	MENT	
reported"). represent activity being reported, it:	or other	("the anticom	vision possible  f the Sherman Act in the petitive activity being n with the anticompetitive
	prompt and effective a		part in the anticompetitive tivity; and
			he activity and was not the reactivity being reported.
Cooperation:     Antitrust Division in conn following:	agrees to provide ection with the activity	full, continuing and obeing reported, inclu	complete cooperation to the iding, but not limited to, the
	viding a full exposition competitive activity be		relating to the

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

<ol><li>Corporate Leniency: Subject to verification of representations in paragraph</li></ol>
above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate
Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 199
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal
prosecution against for any act or offense it may have committed prior to the date of this
letter in connection with the anticompetitive activity being reported. The commitments in this
paragraph are binding only upon the Antitrust Division, although, upon request of
Antitrust Division will bring this Agreement to the attention of other prosecuting offices or
administrative agencies. If the Antitrust Division at any time determines that has violated
this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of into the Corporate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of into the Corporate Leniency Program, the

Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

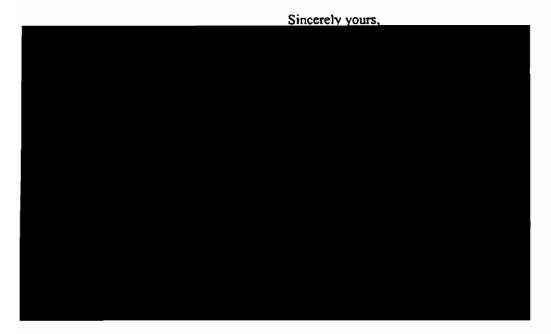
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted

to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



## U. S. Department Justice

<u> </u>	Antitrust Division	
Dear		
	ets forth the terms and conditions of an agreement between the Antitrust	
Division of the Uni	ited States Department of Justice and	
or other	in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the	
Si Ouki	This agreement is conditional and	
depends upon	satisfying the conditions set forth below. After all of these	
conditions are met,	the Division will notify the second of the second in writing that the application	
	is further agreed that disclosures made by counsel for	
	e amnesty application will not constitute a waiver of the attorney-client	
privilege of the wor	rk-product privilege.	
	AGREEMENT	
i. Represe		
possible	or other conduct violative of the Sherman Act in the	
monted <sup>(1)</sup>	("the anticompetitive activity being represents to the Antitrust Division that, in connection with	
reported"). the anticompetitive	activity being reported, it:	
(a)	took prompt and effective action to terminate its part in the anticompetitive	
	activity being reported upon discovery of the activity; and	
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.	
2 Coopers	diana di mananta manjida filik aastimulus sad aansalata	
2. Coopera cooperation to the A not limited to, the fo	Antitrust Division in connection with the activity being reported, including, but	
(6)	amyiding a full exposition of all facts known to	
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;	
(ф)	providing promptly, and without requirement of subpoena, all documents	
	or other items in its possession, custody or control, wherever located,	

- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of the current directors and employees of the current directors.
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Lenien	cy: Subject to verific	ation of	
representations in paragraph 1	above, and subject t	o its full, continuing and co	mplete cooperation,
as described in paragraph 2 at	ove, the Antitrust Di	ivision agrees conditionally	to accept
into Part	of the Corporate Le	miency Program, as explain	ed in an Antitrust
Division policy statement date	ed August 10, 1993 (	attached). Pursuant to that	policy, the Antitrust
Division agrees not to bring a	ny criminal prosecuti	ion against	for any act or
offense it may have committe	d prior to the date of	this letter in connection wit	h the
anticompetitive activity being	reported. The comm	nitments in this paragraph a	re binding only
upon the Antitrust Division, a	though, upon reques	t of	the Antitrust
Division will bring this Agree	ment to the attention	of other prosecuting offices	or administrative
agencies. If the Antitrust Div			has violated
this Agreement, this Agreeme	nt shall be void, and	the Antitrust Division may	revoke the
conditional acceptance of	is	nto the Corporate Leniency	Program. Should
the Antitrust Division revoke	the conditional accep	otance of	
Corporate Leniency Program,	the Antitrust Divisio	n may thereafter initiate a c	riminal prosecution
against	without limitation.	Should such a prosecution	be initiated, any

or other information	r information provided by any current director, officer or employee of ust Division pursuant to this Agreement, may be used against prosecution.
Subject to Division agrees that cadmit their knowledge Division in its invest criminally by the An	full, continuing and complete cooperation, the Antitrust current directors, officers and employees of who go of, or participation in, and fully and truthfully cooperate with the Antitrust igation of the anticompetitive activity being reported, shall not be prosecuted titrust Division for any act or offense committed prior to the date of this letter anticompetitive activity being reported. Such full and truthful cooperation be limited to:
(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
(b)	making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.
attention of other pro- officer or employee of hereunder, this Agree immunity or non-pro-	this paragraph are binding only upon the Antitrust Division, although, upon the Antitrust Division will bring this Agreement to the secuting offices or administrative agencies. In the event a current director, fails to comply fully with his/her obligations ment as it pertains to such individual shall be void, and any leniency, secution granted to such individual under this Agreement may be revoked by a. Should any leniency, immunity or non-prosecution granted be revoked,

the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Constitutes and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,



## U. S. Department of Justice

## **Antitrust Division**

Dear		
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act.  15 U.S.C. § 1, in the  This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.		
	AGREEMENT	
1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the ("the anticompetitive activity being reported"). represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:		
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and	
(P)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.	
2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:		

- (a) providing a full exposition of all facts known to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy,

the Antitrust Division agrees not to bring any criminal prosecution against any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information as well as any statements or other information provided by any current director, officer or employee of to the Antitrust Divisio this Agreement, may be used against in any such prosecution. to the Antitrust Division pursuant to

- 4. Non-Prosecution Protection for Corporate Directors, Officers and Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - otherwise voluntarily providing the United States with any materials or information, not requested in (a) · (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

# Sincerely yours,

